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★ APR 17 2017 ★

Exhibit "3"
Form of Order and Permanent Injunction

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, et al.,

Docket No.:
1:16-CV-06981(ILG)(LB)

Plaintiffs,

-against-

JAMAICA AVENUE CHIROPRACTIC, P.C., et al.,

Defendants.

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ORDER AND PERMANENT INJUNCTION

WHEREAS, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company and GEICO Casualty Company (collectively "Plaintiffs" or "GEICO") commenced this action against Mark Heyligers, D.C. ("Heyligers"), David Kreshover, D.C. ("Kreshover"), and Jamaica Avenue Chiropractic, P.C. ("Jamaica Chiropractic"); and

WHEREAS, Heyligers and Kreshover have represented themselves to be the sole shareholders of record of Defendant Jamaica Chiropractic; and

WHEREAS, the Plaintiffs, Heyligers, Kreshover, and Jamaica Chiropractic have reached a global resolution of all issues between them, including all causes of action and claims for relief against Heyligers, Kreshover, and Jamaica Chiropractic that have been or could have been brought in this action, including all potential claims by GEICO against Heyligers, Kreshover, and Jamaica Chiropractic relating to their submission of claims to GEICO, upon the terms set forth in this Order and Permanent Injunction; and

WHEREAS, in order to effectuate the terms of the global resolution, Plaintiffs, Heyligers, Kreshover, and Jamaica Chiropractic have consented to the entry of this order and permanent injunction;

NOW THEREFORE, upon the stipulation of GEICO, Heyligers, Kreshover, and Jamaica Chiropractic, it is hereby:

ORDERED, that Heyligers, Kreshover, and Jamaica Chiropractic, as well as any entity, attorney or individual purporting to represent or to act on behalf of Jamaica Chiropractic, are permanently enjoined and restrained from submitting any bills to or commencing any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO for goods and/or healthcare related services provided by or through Jamaica Chiropractic; and it is further

ORDERED, that Heyligers, Kreshover, and Jamaica Chiropractic, as well as any entity, attorney or individual purporting to represent or to act on behalf of Jamaica Chiropractic shall, within twenty (20) days from the date of receipt of this Order, (i) execute a stipulation of discontinuance with prejudice in any pending lawsuit against GEICO and return the stipulation of discontinuance to the Law Offices of Printz and Goldstein, PC, staff counsel for GEICO, and (ii) withdraw, with prejudice, any pending arbitration against GEICO and notify the American Arbitration Association of such withdrawal; and it is further

ORDERED, that Heyligers, Kreshover, and Jamaica Chiropractic, at their own cost and expense, shall assist and cooperate with GEICO's efforts to enforce the terms of the Permanent Injunction by (i) issuing letters directing collection counsel to discontinue/withdraw all arbitrations and litigation against GEICO, with prejudice, which shall be sent immediately following the approval of the Permanent Injunction; and (ii) sending letters to any other lawyer or law firm in the future identified by GEICO as prosecuting lawsuits/arbitrations against

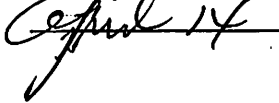
GEICO on behalf of Jamaica Chiropractic in violation of the Permanent Injunction, directing that the lawyer or law firm discontinue/withdraw the arbitrations against GEICO, with prejudice; and it is further

ORDERED that this Order and Permanent Injunction shall not serve to dismiss or limit GEICO's claims against the remaining defendants in this action.

S O O R D E R E D:

s/I. Leo Glasser, USDJ -
I. Leo Glasser, U.S.D.J.

Dated: Brooklyn, New York

 , 2017